



Revision number:

Purchasing Agent: Frank Volk

Item: TIRE RECAPPING, RETREADING & SERVICE

Vendor: 02976I A DESERT TIRE INC.
1810 WEST FORTUNE ROAD
SALT LAKE CITY, UT 84104

Remit to: 10276I DESERT TIRE INC.
HC 76 BOX 90
BERYL UT 84714-0090

Internet Homepage:

Telephone: (801) 975-9841

Fax number: (801) 975-0369

Contact: DAVID WILBERG

Email address: deserttire@integraonline.com

Brand/trade name: GOODYEAR

Price: SEE ATTACHED
Terms: NET 30
Effective dates: 05/02/06 through 05/01/08
Days required for delivery: 7 DAYS
Price guarantee period: 1 YEAR
Minimum order: ONE UNIT
Min shipment without charges: N/A
Other conditions: 3 (1) year renewal options.

NOTE: THIS IS A NEW CONTRACT AWARDED TO THE SAME VENDOR.

Bid No. FV6922

ALSO CHECK MA1528

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.

DESERT TIRE INC. WILL SERVICE ALL AREAS OF THE STATE

PRODUCT FURNISHED TO THE STATE OF UTAH MUST MEET CURRENT STATE AND FEDERAL SAFETY REGULATIONS INCLUDING DISPOSAL OF TIRE CASING.



OTHER SERVICE SHOP LOCATIONS:

DESERT TIRE

1810 WEST FORTUNE ROAD
SALT LAKE CITY UTAH
801-975-9841

DESERT TIRE

10 NORTH HWY 18
BERYL, UTAH
435-439-5580

DESERT TIRE

765 REDROCK ROAD
ST. GEORGE UT 84770
CONTACT: KIRK BRACKEN
(435) 656-4633

PHEARSON TIRE

640 SOUTH MAIN ST.
RICHFIELD UT 84701
CONTACT: DAVE SMITH
(435) 896-5494

CACHE VALLEY TIRE

13415 NORTH HWY 91
LEWISTON, UTAH
435-258-5390

GENERAL SPECIFICATIONS

ALL RETREADS SHALL BE OF CURRENT PRODUCTIONS AND OF THE LATEST DESIGN AND CONSTRUCTION AND BE EQUIVALENT TO RETREADS CURRENTLY BEING PRODUCED AND CURRENTLY USED AS ORIGINAL EQUIPMENT BY THE MANUFACTURER.

ALL RETREADS SHALL BE WARRANTED TO BE FREE FROM DEFECT IN LABOR, MATERIAL AND WORKMANSHIP FOR THE FIRST 25% OF TREAD WEAR, DURING THE FIRST 12 MONTHS INCLUDING CASINGS AT NO CHARGE REPLACEMENT. OTHER ADJUSTMENTS, BEYOND BASE WARRANTY ON A PRO-RATED BASIS.

\$40.00 ORIGINAL CASINGS ONLY

TIRE DISMOUNTING/MOUNTING BALANCING:

DESERT TIRE SHALL, WHEN REQUIRED, PROVIDE TIRE MOUNTING AND BALANCING FOR AN ADDITIONAL AMOUNT, NOT TO EXCEED THE MAXIMUM FEE ALLOWED UNDER THE STANDARDIZED SERVICE FEES LISTED IN THIS CONTRACT.

DESERT TIRE SHALL PROVIDE THE SERVICES REQUIRED BY THIS CONTRACT WITHIN A TIMELY MANNER.

NOTE: MINIMUM TREADS DEPTH TO 22/32

- | | |
|--|-----------------|
| - <u>315/80R22.5 (10.5) TRACTION-RADIAL MODEL # LUG LOGGER</u> | <u>\$90.00</u> |
| - <u>315/80R22.5 (12) TRACTION - RADIAL MODEL # LUG LOGGER</u> | <u>\$90.00</u> |
| - <u>11R22.5 DRIVE TRACTION - RADIAL MODEL # RDA</u> | <u>\$84.00</u> |
| - <u>1400X24</u> <u>MODEL # DOUBLE GRIPPER</u> | <u>\$175.00</u> |
| (WIDE-WIDTH BASE RADIAL WITH SHOULDER BUILT-UP TO RUN FLAT) | |

DETAIL SPECIFICATIONS:

DESERT TIRE SHALL PROVIDE COMPLETE PRE-CURE METHOD RETREADING SERVICES FOR ACCEPTABLE CASINGS, AS REQUIRED. CURING TIME SHALL MEET THE REQUIREMENTS OF THE MANUFACTURER OF THE RUBBER. ALTERNATIVE METHOD(S) OF RETREADING (MOLD CURE)



WHICH ARE APPROVED EQUAL SHALL BE ON A CASE-BY-CASE BASIS ONLY. IN ALL INSTANCES, CASINGS MUST BE RETREATED WITH CORRECT TREAD WIDTH APPROPRIATE FOR THE CASING. CASING TO BE FIRST TIME CAPS OF HIGHEST STANDARD AND QUALITY, UNLESS AGENCY PRIOR APPROVAL.

MANUFACTURER(S) OF ALL TIRES MUST HAVE A QUALITY CONTROL SYSTEM PROVIDING SUFFICIENT TESTING AND CONTROL TO CERTIFY COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS TO THE SATISFACTION OF THE STATE. **THE LATEST IN NON-DESTRUCTIVE INSPECTION TECHNOLOGY LIKE BANDAG 7400 OR GOODYEAR NDT TO BE USED.**

INCLUDING:

- PRE-BUFFING INSPECTION
- BEAD INSPECTION
- ANIMATED DISPLAY
- INSTANT DISPLAY PLAYBACK

THE CASING SHALL HAVE ALL ORIGINAL TREAD RUBBER BUFFED AWAY. THE FINISHED SURFACE TEXTURE SHALL CONFORM TO THE REQUIREMENTS OF THE RUBBER MANUFACTURERS; SUBJECT PROCESS MUST BE COMPLETELY FREE FROM CONTAMINATION. THE BUFFED RADIUS SHALL CONFORM TO SPECIFIED TIRE MANUFACTURERS.

DESERT TIRE SHALL PROVIDE ON SITE (U.D.O.T.4501 S 2700 W. SALT LAKE CITY AND 708 S 100W. RICHFIELD, UT) DISPOSAL OF WASTE TIRE AND TIRE SCRAP ON A WILL-CALL BASIS, WITHIN (5) DAYS OF NOTIFICATION FROM AGENCY.

PER TIRE:

- LIGHT TIRES UNDER 19"
- MEDIUM/HEAVY TRUCK TIRES OVER 19"
- FARM TIRES OVER 6'
- LAWN/GARDEN TIRES

COST PER TIRE:

\$ 2.00
\$ 3.50
\$10.00
\$1.00

SHOP SERVICE AT CONTRACTOR SERVICE CENTER

LIGHT TRUCK TIRES UNDER 19"	MOUNTED	\$ 5.50
	INSTALL	N/C
	BALANCE	\$ 7.00
MEDIUM/HEAVY TRUCK TIRES OVER 19"	MOUNTED	\$14.00
	INSTALL	N/C
FARM TIRES OVER 6'	MOUNTED	\$22.50
	INSTALL	N/C
LAWN/GARDEN TIRES	MOUNTED	\$ 5.00
	INSTALL	N/C

VALVE STEM REPLACEMENT RUBBER UNDER 19"		N/C
VALVE STEM REPLACEMENT METAL OVER 19"		\$ 2.00
24-HOUR ROADSIDE EMERGENCY SERVICES	CALL-OUT	\$25.00
	HOURLY RATE	\$35.00
	MILEAGE OVER 25 MILES	\$0.75/MILE



OPTIONS:

RECONDITIONED RIMS, INCLUDING CHECKING FOR RIM STRAIGHTEST, SHOT BLASTING AND PAINTING, POWDER-COAT PAINTING PREFERRED.

LIGHT TRUCK TIRES LESS THAN 19"	\$ 7.50
MEDIUM/HEAVY TRUCK TIRES OVER 19"	\$17.50
FARM TIRES OVER 6'	\$25.00
LAWN/GARDEN TIRES	\$ 7.50
FOAM FILLING - PER POUND (INCLUDING FOAM)	\$ 1.10/LB
ANTIFREEZE FILLING PER POUND (INCLUDING ANTIFREEZE)	\$ 1.20/LB
CALL OUT	\$25.00
HOURLY RATE	\$35.00
MILEAGE OVER 25 MILES	\$0.75/MILE

PAYMENT

INVOICES WILL BE APPROVED FOR PAYMENT WHEN THE RETREADING/SERVICE IS COMPLETE AND APPROVED.

FINET COMMODITY CODE(S): (**FOR AGENCY USE ONLY**)

90634000000 - FREIGHT HANDLING; MATERIALS HANDLING

92882000000 - TIRE AND TUBE MOUNTING, REPAIR AND RETREADING (INCLUDING TIRE FOAM FILLING SERVICES)

From: Matt Jenkins
To: deserttire@integraonline.com
Date: 5/4/2006 11:34 am
Subject: State of Utah contract award MA1527

CC: Volk, Frank
Attn: David Wilberg
Desert Tire Inc
1810 W Fortune Road
Salt Lake City, UT 84104

Subject: Award of Contract MA1527

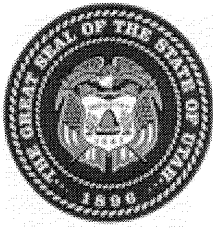
The State of Utah is pleased to inform you that your company has been awarded State Cooperative Contract MA1527 as a result of solicitation number FV6922.

Attached is a copy of the contract information summary which state agencies and political subdivisions can access at <http://www.purchasing.utah.gov/statewidecontracts/>. The files are listed under the State Cooperative Contract number listed above. A full contract file representing the entire agreement can also be viewed at the above link. It is important that you read all documents to verify prices, terms and conditions, contact numbers, email addresses, etc. If you discover any errors please notify me immediately.

Please be advised that a usage report must be furnished by your company each quarter as outlined in the attached letter. Timely submittal of these reports in an important part of your contract obligations.

We look forward to our successful partnership. Please contact me if you have any questions about the above information.

Matt Jenkins, Purchasing Technician
State of Utah
Division of Purchasing & General Services
3150 State Office Building
Salt Lake City, Utah 84114
mattjenkins@utah.gov
Phone: 801-538-3151
Fax: 801-538-3882

Vendor: **desert tire**

State of Utah Invitation to Bid State Cooperative Contract

Company Name desert tire corp		Federal Tax Identification Number 87-0328983	
Ordering Address 1810 west fortune road	City salt lake city	State ut	Zip Code 84104
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person david wilberg	
Telephone Number (include area code) 801-975-9841	Fax Number (include area code) 801-975-0369	Email Address deserttire@integraonline.com	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 7 days	
Brand/Trade Name goodyear		Price Guarantee Period (see attached specifications for any required minimums) 2 years	
Minimum Order one unit		Company's Internet Web Address	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> . If no, enter where produced, etc.			
Offeror's Authorized Representative's Signature david wilberg <i>Signed Electronically</i>		Print or type name and title manager	Date 4-14-06
State of Utah Division of Purchasing Approval Douglas G. Richins, Director <i>D. Richins</i>		Date 4/28/06	Contract Number

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract

the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision: 2 February 2006 - ITB Instructions)

Vendor: **desert tire**

STATE OF UTAH
State Cooperative Contract for
RETREADING SERVICES / TIRE MAINTANCE (including rims & equipment alignments)

Bid FV6922

PRICING:

The pricing stated in this solicitation is to include all costs associated with the performance of the services specified. All related costs which include but is not limited to the following will be the responsibility of the bidder; transportation, fuel surcharges, labor, disposal and any other related costs. The pricing requested may not be inclusive of all the desired products or services needed by the state or any of its political subdivisions. The bidder is to provide a complete price list with all products and services that the bidder offers and wishes to be part of any future contract as a result of this solicitation. Please provide it as a document attachment to your bid

NOTE: MINIMUM TREADS DEPTH TO 22/32

- 315/80R22.5 (10.5) TRACTION-RADIAL MODEL #lug logger	PRICE	90.00
- 315/80R22.5 (12) TRACTION - RADIAL MODEL #lug logger	PRICE	90.00
- 11R22.5 DRIVE TRACTION - RADIAL MODEL #RDA	PRICE	84.00
- 1400X24	MODEL #DOUBLE GRIPPER PRICE	175.00
(WIDE-WIDTH BASE RADIAL WITH SHOULDER BUILT-UP TO RUN FLAT)		

In all instances, casings must be retreaded with the correct tread width appropriate for the casing. The Bidder may be required to supply an example of tread and width for each of the above sizes upon request.

PER TIRE:

- LIGHT TIRES UNDER 19"	1.00
- MEDIUM/HEAVY TRUCK TIRES OVER 19"	3.00
- FARM TIRES OVER 6'	10.00

COST PER TIRE:

SHOP SERVICE AT CONTRACTOR SERVICE CENTER

LIGHT TRUCK TIRES UNDER 19"	MOUNTED	5.50
	INSTALLED	N/C
	BALANCE	7.00
MEDIUM/HEAVY TRUCK TIRES OVER 19"	MOUNTED	14.00
	INSTALLED	N/C
FARM TIRES OVER 6'	MOUNTED	22.50
	INSTALLED	N/C
LAWN/GARDEN TIRES	MOUNTED	5.00
	INSTALLED	N/C
VALVE STEM REPLACEMENT RUBBER UNDER 19"		N/C
VALVE STEM REPLACEMENT METAL OVER 19"		2.00
24-HOUR ROADSIDE EMERGENCY SERVICES	CALL-OUT	25.00
	HOURLY RATE	35.00
	MILEAGE OVER 25 MILES	.75 /MILE

All mileage less than 25 miles should be considered as part of your bid price.

OPTIONS:

RECONDITIONED RIMS, INCLUDING CHECKING FOR RIM STRAIGHTEST, SHOT BLASTING AND PAINTING, POWDER-COAT PAINTING PREFERRED.

LIGHT TRUCK TIRES LESS THAN 19"	\$	7.50
MEDIUM/HEAVY TRUCK TIRES OVER 19"	\$	17.50
FARM TIRES OVER 6'	\$	25.00
LAWN/GARDEN TIRES	\$	7.50

ALIGNMENTS

PASSENGER CARS	\$	N/A
LIGHT TRUCK, 1/2-3/4 TON	\$	N/A
4x4 LIGHT TRUCK, 1/2-3/4 TON	\$	N/A/AXLE
MEDIUM/HEAVY TRUCK TIRES OVER 19"	\$	N/A/AXLE
TRAILERS OVER 23,000 GVW, AXLE BENDING LABOR & MISC. PER HOUR RATE	\$	N/A

FOAM FILLING - PER POUND (INCLUDING FOAM)	\$	1.10
ANTIFREEZE FILLING PER POUND (INCLUDING ANTIFREEZE)	\$	1.20
CALL OUT	\$	25.00
HOURLY RATE	\$	35.00
MILEAGE	\$.75/MILE
		OVER 25 MILES

DISPOSAL OF WASTE TIRE SHALL PROVIDE ON SITE AND TIRE SCRAP ON A WILL-CALL BASIS, WITHIN (5) DAYS OF NOTIFICATION FROM AGENCY.

LIGHT TRUCK TIRES LESS THAN 19"	\$	2.00
MEDIUM/HEAVY TRUCK TIRES OVER 19"	\$	3.50
FARM TIRES OVER 6'	\$	10.00
LAWN/GARDEN TIRES	\$	1.00

Vendor: **desert tire**

STATE OF UTAH
State Cooperative Contract for
RETREADING SERVICES / TIRE MAINTANCE (including rims & equipment alignments)
Bid FV6922
WARRANTY

All retreads shall be warranted to be free from defects in labor, material and workmanship for the first 25% of tread wear, during the first 12 months including casings at a no charge replacement. Other adjustments beyond the original base warranty can be on a pro-rated basis. (Bidder is to provide with their bid, a prorated warranty chart)

PROVIDE WARRANTY INFORMATION ON ANY PRODUCT PROVIDED YOUR BID
agree to above terms. after 25% based on tread remaining to 2/32 prorated

PROVIDE TERMS FOR TIRE CASING TRADE IN AND PURCHASE
will purchase truck casings only. original casings less than 5 years old at \$40.00 per casing after final inspection.

Vendor: **desert tire**

STATE OF UTAH
State Cooperative Contract for
RETREADING SERVICES / TIRE MAINTANCE (including rims & equipment alignments)
Bid FV6922
SERVICE SHOP LOCATIONS

The state is looking to have tire retreading in the following counties: Weber, Salt Lake, Utah, Sevier, Carbon, Morgan, Iron and Uintah. Please list your service shop locations and the areas you are able to service under the specifications of this solicitation and at the prices you have listed in your bid response.

SERVICE SHOP LOCATIONS:

SERVICE AREA:

LOCATION

desert tire

desert tire will handle all areas of state

1810 west fortune road

salt lake city utah

801-975-9841

LOCATION

desert tire

10 north hwy 18

beryl ,utah

435-439-5580

LOCATION

desert tire

765 redrock road

st.george,utah

435-656-4633

LOCATION

pearson tire

640 south main st

richfield,utah

435-896-5494

LOCATION

cache valley tire

13415 north hwy 91

lewiston,utah

435-258-5390

LOCATION

LOCATION

Pickup service provided within **72** hours of being contacted.

Maximum turnaround time for recapping service shall be within **7** working days.

BID NUMBER: FV6922

DUE DATE: 04/26/2006

AGENT: FRANK VOLK

Tire Recapping Services and Tire Maintenance

	Desert Tire	Tire Distribution
Min Treads Depth to 22/32		
315/80R22.5 (10.5)	lug lugger \$ 90.00	BDM \$ 174.25
315/80R22.5 (12)	lug lugger \$ 90.00	BDM \$ 174.25
11R22.5	RDA \$ 84.00	BDM \$ 136.25
1400X24	Dbl Gripper \$ 175.00	23 \$ 361.50
Per Tire		
Lt tires under 19"	\$ 1.00	?
Med/Hvy truck tires over 19"	\$ 3.00	?
Farm tires over 6'	\$ 10.00	?
Shop Service at Contractor Service Center		
Lt truck tires under 19" Mounted	\$ 5.50	\$ 15.00
Installed	NC	NC
Balanced	\$ 7.00	\$ 12.00
Med/Hvy duty truck tires over 19" Mounted	\$ 14.00	\$ 22.50
Installed	NC	\$ 5.00
Farm Tires over 6' Mounted	\$ 22.50	\$ 55.00
Installed	NC	\$ 10.00
Lawn/Garden tires Mounted	\$ 5.00	NA
Installed	NC	NA
Valve Stem repl. Rubber under 19"	NC	\$ 1.95
Valve Stem repl. Metal over 19"	\$ 2.00	\$ 3.95
24 hour roadside service Call Out	\$ 25.00	
Hour Rate	\$ 35.00	\$ 55.00
Mileage over 25 Miles	\$ 0.75	\$ 1.25
Reconditioned Rims		
Lt truck tires under 19"	\$ 7.50	\$ 16.50
Med/Hvy duty truck tires over 19"	\$ 17.50	\$ 18.00
Farm tires over 6'	\$ 25.00	NA
Lawn/Garden tires	\$ 7.50	NA
Alignments		
Passenger Cars	NA	\$ 40.00
Light Trucks	NA	\$ 40.00
4X4 light truck	NA	\$ 40.00
Med/Hvy duty truck tires over 19"	NA	\$ 65.00
Trailers over 23,000GVW	NA	\$ 75.00
Foam Filling per lb including foam	\$ 1.10	\$ 1.40
Antifreeze filling per lb including antifreeze	\$ 1.20	NA
Call out	\$ 25.00	NA
Hour Rate	\$ 35.00	NA
Mileage over 25 Miles	\$ 0.75	NA
Disposal of Waste Tires		
Lt Truck	\$ 2.00	\$ 5.00
Med/Hvy duty	\$ 3.50	\$ 5.00
Farm tires	\$ 10.00	\$ 25.00
Lawn/Garden	\$ 1.00	\$ 5.00

STATE OF UTAH



SOLICITATION NO. FV6922

Tire Recapping Services and Tire Maintenance

RESPONSES ARE DUE PRIOR TO:

Apr 26, 2006 2:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid FV6922

Tire Recapping Services and Tire Maintenance

Bid Number FV6922
Bid Title Tire Recapping Services and Tire Maintenance

Bid Start Date Apr 13, 2006 6:47:28 AM MDT
Bid End Date Apr 26, 2006 2:00:00 PM MDT
Question & Answer End Date Apr 21, 2006 3:00:00 PM MDT

Bid Contact Frank Volk
Purchasing Agent
801-538-3707
fvolk@utah.gov

Contract Duration 2 years
Contract Renewal 3 annual renewals
Prices Good for 2 years

Item Response Form

Item FV6922-1-01 - Tire Recapping Services and Tire Maintenance
Quantity 1 contract
Prices are not requested for this item.
Delivery Location State of Utah
N/A
*
* UT *
Qty 1

Description

Per the attached specifications. Bidder is to complete the Locations, Warranty and Pricing attachments and provide a complete list of pricing with their bid.



State of Utah

Invitation to Bid

State Cooperative Contract

Company Name _____		Federal Tax Identification Number _____	
Ordering Address _____	City _____	State _____	Zip Code _____
Remittance Address (if different from ordering address) _____	City _____	State _____	Zip Code _____
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government		Company Contact Person _____	
Telephone Number (include area code) _____	Fax Number (include area code) _____	Email Address _____	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) _____		Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____	
Brand/Trade Name _____		Price Guarantee Period (see attached specifications for any required minimums) _____	
Minimum Order _____		Company's Internet Web Address _____	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature _____		Print or type name and title _____	Date _____
State of Utah Division of Purchasing Approval Douglas G. Richins, Director		Date _____	Contract Number _____

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if

the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision: 2 February 2006 - ITB Instructions)

State Cooperative Contract – Tire Re-treading Services / Tire Maintenance
(Including rims & equipment alignments)
Specifications, Terms and Conditions
Bid # FV6922

I. GENERAL INFORMATION

1. INTRODUCTION:

The State of Utah, Division of Purchasing & General Services is requesting bids for the future purchases of Tire Re-treading Services / Tire Maintenance. All specifications and instructions are in addition to the Standard Terms and Conditions (attached).

2. PURPOSE:

The purpose of this Invitation to Bid (herein ITB) is to establish a state cooperative contract for the use of all State of Utah agencies and its political subdivisions (i.e. colleges, school districts, counties, cities, etc.). This solicitation may result in the award of multiple contracts.

State agencies with requirements that are not met by the contracts resulting from this ITB will meet their needs through the competitive solicitation process on an as-needed basis.

3. PROCUREMENT MANAGER (ALSO CONTRACT MANAGER):

The Procurement Manager (and subsequent Contract Manager) designated by the State of Utah, Division of Purchasing & General Services is:

Frank Volk
State of Utah
Division of Purchasing & General Services
Room 3150 State Office Building, Capitol Hill
Salt Lake City UT 84114-1061
fvolk@utah.gov
Voice: (801) 538-3707 Fax: (801) 538-3882

4. RELEVANT WEBSITE:

The website for the State of Utah, Division of Purchasing & General Services, which includes procurement related information for the State of Utah, and all current solicitations, with each complete solicitation and any addenda, in PDF format is: <http://www.purchasing.utah.gov> This site will also host the contract information for the contract that results from this ITB.

5. BID DUE DATE, TIME AND LOCATION:

Bidders may do their bid and submit it through the RFP Depot system. This is the preferred method to return your bid documents. This is the easiest most efficient and reliable bidding method offered.

If you prefer you may provide one (1) hard copy of bid which is due by Wednesday, April 26, 2006 by 2:00pm and must be received at the following location:

State of Utah
Division of Purchasing & General Services

Room 3150, State Office Building, Capitol Hill
Salt Lake City UT 84114-1061

Late bids will not be considered. Bids will not be accepted via fax.

If you plan to hand deliver your bid, please note: Due to construction on Capitol Hill, it is difficult to get into the building and into the Purchasing Office. You will need to park on the west side of the State Office Building and enter the building on the south side. You will need to bring picture identification. Please allow sufficient time.

Bid must be sealed and labeled on the outside of the package to clearly indicate the bid number, due date and time.

Bidders may submit bid any time prior to the above stated deadline. The formal bid opening will be held in the Division of Purchasing conference room at 2:00 p.m. Bidders are invited to attend, but attendance is not required.

6. HISTORICAL USAGE DATA:

The total volume in the last year was approximately \$170,000.00. This volume is from State Agencies and Political Subdivisions such as cities and counties. This dollar volume is not a guarantee of future volume performance.

7. GOVERNING LAWS AND REGULATIONS:

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available at the Internet website for the State of Utah's Division of Purchasing & General Services (see item 4 for address).

II. AWARD OF CONTRACT AND CONTRACT TERMS

1. AWARD OF CONTRACT:

Multiple contracts may be awarded to the lowest bidding responsive and responsible bidder(s). The state reserves the right to cancel any contract awarded as a result of this solicitation when it is in the best interest of the state.

2. CONTRACT TERM:

The contract term is two (2) years. Contracts are renewable, at the State's option, on an annual basis, up to a maximum of three total renewal years (contract potential is five years, including all renewal options).

3. PRICE GUARANTEE:

All pricing must be guaranteed for the initial term of the contract. Following the guarantee period, any request for price adjustment must be for at least one (1) year and must be made at least 30 days prior to the effective date. Request for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing.

4. PRICE REDUCTIONS:

It is understood and agreed that in the event of a reduction in price, the State of Utah will be given the full benefit of such decrease.

5. CANCELLATION OF PROCUREMENT:

This bid may be canceled at any time when the State of Utah, Division of Purchasing & General Services determines such action to be in the best interest of the State.

6. RIGHT TO PUBLISH:

Throughout the duration of this procurement process and contract term, potential contractors, and subsequently contractors must secure from the contract manager prior approval to release any information that pertains to the potential work or activities covered by this procurement or contracts. Failure to adhere to this requirement may result in disqualification of the vendor's bid or termination of the contract for cause.

7. MANDATORY USAGE REPORT REQUIREMENT (Attachment A):

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, the contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both the contract manager and to salesreports@utah.gov.

After contract award, you will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample data and all information that must be provided.

Quarterly Report Submission

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.

Quarter #2: October 1 through December 31, due annually by January 30.

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Bidders shall identify the name of the individual responsible for preparation of the mandatory usage reports:

ATTACHMENT A
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Sample Reports

Summary Report

From	To	Customer	Purchase Total
Sample Data follows			
07/01/04	09/30/04	Weber State University	\$12,331.00
07/01/04	09/30/04	State of Utah Purchasing	\$6,571.00
07/01/04	09/30/04	National Guard	\$4,329.00
07/01/04	09/30/04	Mosquito Abatement District - Salt Lake City	\$767.00
07/01/04	09/30/04	Ogden City	\$2,134.00
07/01/04	09/30/04	Utah County	\$48,776.00
07/01/04	09/30/04	Utah Transit Authority	\$62,374.00
07/01/04	09/30/04	Carbon County	\$1,325.00
07/01/04	09/30/04	Davis County School District	\$47,212.00
07/01/04	09/30/04	Water Conservancy District - Jordan Valley	\$357.00
07/01/04	09/30/04	State of Utah Human Services	\$6,257.00
07/01/04	09/30/04	Southern Utah University	\$1,341.00

Line Item Report

From	To	Product #	Item Description	Unit	Unit Price	Qty.	Line Total
Sample data follows							
07/01/04	09/30/04		Light bulbs, 45 watt	Box/4	\$1.25	17	\$21.25
07/01/04	09/30/04		White paint, 5 gallon	Each	\$17.21	5	\$86.05
07/01/04	09/30/04		3/4" paint brush	Case/24	\$5.24	7	\$36.68
07/01/04	09/30/04		Light bulbs, 100 watt	Case/12	\$3.16	24	\$75.84
07/01/04	09/30/04		Bright white copy paper	Ream	\$4.15	15	\$62.25
07/01/04	09/30/04		Bright white copy paper	Carton	\$22.76	30	\$682.80
07/01/04	09/30/04		3/4" paint brush	Each	\$0.00	0	\$0.00
07/01/04	09/30/04		White paint, 1 gallon	Each	\$7.13	9	\$64.17

STATE OF UTAH
State Cooperative Contract for
RETREADING SERVICES / TIRE MAINTANCE (including rims & equipment alignments)
Bid FV6922

The products furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material and meet all state and federal safety regulations including disposal of tire casing. The supplier represents that all equipment offered under this specification shall be new.
DISCONTINUED OR DEVELOPMENTAL PRODUCTS ARE NOT ACCEPTABLE.

The successful bidder can change options from the standard specified criteria to meet the need of the ordering entity. Based on a published rate, that will be supplied (upon request) to all state agencies and institutions, cities, counties, towns and school district's. Casing Products including option's can be change, added or deleted based on the published price rate.

Bidder shall submit, with the bid the latest detailed specifications for the offered equipment. Supplier should submit the latest literature, the literature is for informational purposes only.

The units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation.

All parts not specifically mentioned, but are necessary for the units to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.

It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.

Bidder shall provide complete pre-cure method retreading services for acceptable casings, as required. Curing time shall meet the requirements of the manufacturer of the rubber. Alternate methods of retreading which are approved equal shall be on a case by case basis only. In all instances, casing must be retreated with correct tread width appropriate for the casing. All casing to be first time caps of the highest standards and quality, unless agency gives prior approval.

Manufacturers of all tires must have a quality control system providing sufficient testing and control to certify compliance with the Department of Transportation specifications to the satisfaction of the state. **THE LATEST IN NON-DESTRUCTIVE INSPECTION TECHNOLOGY LIKE BANDAG 7400 OR GOODYEAR NDT TO BE USED.**

Including:

- PRE-BUFFING INSPECTION
- BEAD INSPECTION
- ANIMATED DISPLAY
- INSTANT DISPLAY PLAYBACK

The casing shall have the original tread rubber buffed away. The finished surface texture shall conform to the requirements of the rubber manufacturers; subject process must be completely free from contamination. The buffed radius shall conform to specified tire manufacturers.

STATE OF UTAH
State Cooperative Contract for
RETREADING SERVICES / TIRE MAINTANCE (including rims & equipment alignments)

Bid FV6922

PRICING:

The pricing stated in this solicitation is to include all costs associated with the performance of the services specified. All related costs which include but is not limited to the following will be the responsibility of the bidder; transportation, fuel surcharges, labor, disposal and any other related costs. The pricing requested may not be inclusive of all the desired products or services needed by the state or any of its political subdivisions. The bidder is to provide a complete price list with all products and services that the bidder offers and wishes to be part of any future contract as a result of this solicitation. Please provide it as a document attachment to your bid

NOTE: MINIMUM TREADS DEPTH TO 22/32

- | | | | | |
|--|--|-------|--|--|
| - 315/80R22.5 (10.5) TRACTION-RADIAL MODEL # | | PRICE | | |
| - 315/80R22.5 (12) TRACTION - RADIAL MODEL # | | PRICE | | |
| - 11R22.5 DRIVE TRACTION - RADIAL MODEL # | | PRICE | | |
| - 1400X24 | | PRICE | | |
- MODEL #
- (WIDE-WIDTH BASE RADIAL WITH SHOULDER BUILT-UP TO RUN FLAT)

In all instances, casings must be retreaded with the correct tread width appropriate for the casing. The Bidder may be required to supply an example of tread and width for each of the above sizes upon request.

PER TIRE:

- LIGHT TIRES UNDER 19"
- MEDIUM/HEAVY TRUCK TIRES OVER 19"
- FARM TIRES OVER 6'

COST PER TIRE:

SHOP SERVICE AT CONTRACTOR SERVICE CENTER

LIGHT TRUCK TIRES UNDER 19"

MOUNTED	
INSTALLED	
BALANCE	

MEDIUM/HEAVY TRUCK TIRES OVER 19"

MOUNTED	
INSTALLED	

FARM TIRES OVER 6'

MOUNTED	
INSTALLED	

LAWN/GARDEN TIRES

MOUNTED	
INSTALLED	

VALVE STEM REPLACEMENT RUBBER UNDER 19"

VALVE STEM REPLACEMENT METAL OVER 19"

24-HOUR ROADSIDE EMERGENCY SERVICES CALL-OUT
 HOUR RATE
 MILEAGE OVER 25 MILES /MILE

All mileage less than 25 miles should be considered as part of your bid price.

OPTIONS:

RECONDITIONED RIMS, INCLUDING CHECKING FOR RIM STRAIGHTEST, SHOT BLASTING AND PAINTING, POWDER-COAT PAINTING PREFERRED.

LIGHT TRUCK TIRES LESS THAN 19"	\$	
MEDIUM/HEAVY TRUCK TIRES OVER 19"	\$	
FARM TIRES OVER 6'	\$	
LAWN/GARDEN TIRES	\$	

ALIGNMENTS

PASSENGER CARS	\$	
LIGHT TRUCK, 1/2-3/4 TON	\$	
4x4 LIGHT TRUCK, 1/2-3/4 TON	\$	/AXLE
MEDIUM/HEAVY TRUCK TIRES OVER 19"	\$	/AXLE
TRAILERS OVER 23,000 GVW, AXLE BENDING LABOR & MISC.		
PER HOUR RATE	\$	
FOAM FILLING - PER POUND (INCLUDING FOAM)	\$	
ANTIFREEZE FILLING PER POUND (INCLUDING ANTIFREEZE)	\$	
CALL OUT	\$	
HOUR RATE	\$	
MILEAGE	\$	/MILE OVER 25 MILES

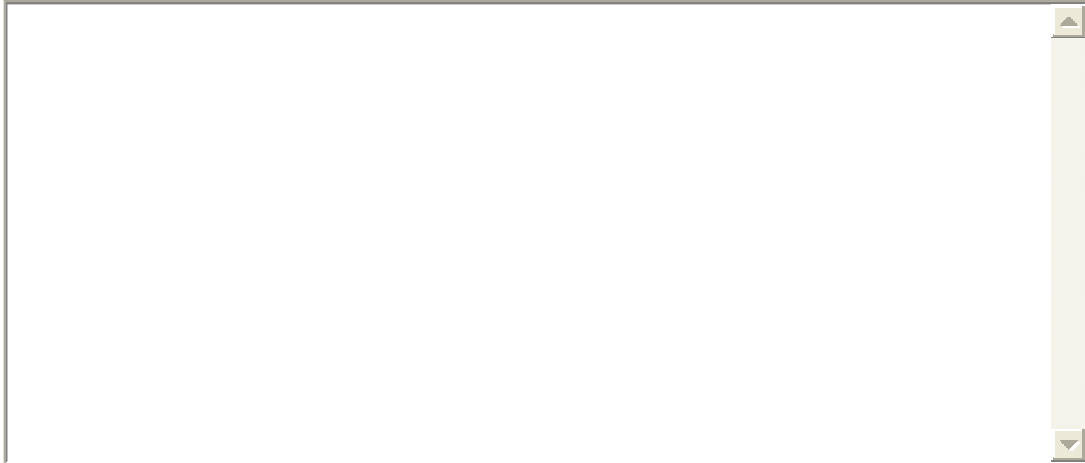
DISPOSAL OF WASTE TIRE SHALL PROVIDE ON SITE AND TIRE SCRAP ON A WILL-CALL BASIS, WITHIN (5) DAYS OF NOTIFICATION FROM AGENCY.

LIGHT TRUCK TIRES LESS THAN 19"	\$	
MEDIUM/HEAVY TRUCK TIRES OVER 19"	\$	
FARM TIRES OVER 6'	\$	
LAWN/GARDEN TIRES	\$	

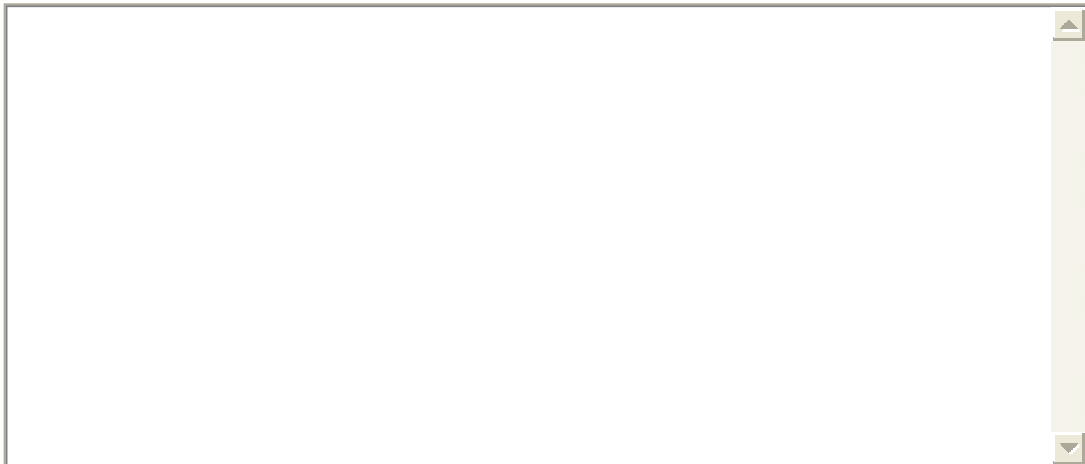
STATE OF UTAH
State Cooperative Contract for
RETREADING SERVICES / TIRE MAINTANCE (including rims & equipment alignments)
Bid FV6922
WARRANTY

All retreads shall be warranted to be free from defects in labor, material and workmanship for the first 25% of tread wear, during the first 12 months including casings at a no charge replacement. Other adjustments beyond the original base warranty can be on a pro-rated basis. (Bidder is to provide with their bid, a prorated warranty chart)

PROVIDE WARRANTY INFORMATION ON ANY PRODUCT PROVIDED YOUR BID



PROVIDE TERMS FOR TIRE CASING TRADE IN AND PURCHASE



STATE OF UTAH
State Cooperative Contract for
RETREADING SERVICES / TIRE MAINTANCE (including rims & equipment alignments)
Bid FV6922
SERVICE SHOP LOCATIONS

The state is looking to have tire retreading in the following counties: Weber, Salt Lake, Utah, Sevier, Carbon, Morgan, Iron and Uintah. Please list your service shop locations and the areas you are able to service under the specifications of this solicitation and at the prices you have listed in your bid response.

SERVICE SHOP LOCATIONS:

LOCATION

LOCATION

LOCATION

LOCATION

LOCATION

LOCATION

LOCATION

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SERVICE AREA:

--

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Pickup service provided within

--

 hours of being contacted.

Maximum turnaround time for recapping service shall be within

--

 working days.

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

6. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

7. INDEMNITY CLAUSE: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

8. EMPLOYMENT PRACTICES CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

10. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all

accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the

period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary

information, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

39. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

40. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Feb 2006